1983

First National Bank Of Commerce v. Jeoffrey Meacham : Brief of Plaintiff-Respondent

IN THE SUPREME COURT OF THE STATE OF UTAH

FIRST NATIONAL BANK OF COMMERCE,	)	
Plaintiff-Respondent,	)	
v.	)	Case No. 19287
JEOFFREY MEACHAM,	)	
Defendant-Appellant.	)	

BRIEF OF PLAINTIFF-RESPONDENT

APPEAL FROM THE JUDGMENT OF THE DISTRICT COURT OF
THE THIRD JUDICIAL DISTRICT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH
HONORABLE PHILIP R. FISHLER' JUDGE

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BRIEF OF PLAINTIFF-RESPONDENT

STATEMENT OF THE NATURE OF THE CASE

This is an action originally brought by Plaintiff, First National Bank of Commerce, for replevin. On March 14, 1983, after oral arguments on Plaintiff's Motion for Summary Judgment, the Honorable Philip R. Fishler of the Third Judicial District Court in and for Salt Lake County issued a Memorandum Decision and granted Plaintiff's Motion for Summary Judgment as to its First Cause of Action. The district court found that the Plaintiff had the immediate right to possession of the subject Ferrari automobile and that the transfer of the vehicle to the Defendant amounted to a conversion by the Defendant. The court further found that the Defendant was not a bona fide purchaser for value inasmuch as he failed to protect himself by ascertaining who held title to and liens on the vehicle.

The issue of damages was reserved for future determination by the trial court.

RELIEF SOUGHT ON APPEAL

Defendant-Respondent, First National Bank of Commerce, requests that this Court affirm the trial court's judgment.

STATEMENT OF FACTS

Appellant's statement of the facts is incomplete and includes several allegations, "fact," unsupported by the record. Therefore, Respondent provides the following comprehensive statement of facts:

On May 23, 1979, Richard and Shawn Carey purchased a 1978 Ferrari 308 automobile bearing identification number 26897. (R. 170) On January 12, 1981, the Careys obtained a loan from Plaintiff First National Bank of Commerce (hereinafter "Bank") in the amount of $32,686.92 secured by the subject Ferrari. (R. 166) On April 16, 1981, the state of Louisiana issued a certificate of title showing Richard and Shawn Carey as owners of the Ferrari automobile. The Bank was shown as the first lien holder in the amount of $32,686.92. (R. 166-67, 170-71)

On March 11, 1981, Dr. Beuker F. Amann, Jr. (hereinafter "Amann") purchased the Ferrari from Richard Carey for $36,000.00. (R. 161, 163) To help finance the purchase, Amann borrowed $25,000.00 from Plaintiff Bank towards the purchase of the car. (R. 161, 167, 172-73) This contract contained a

security agreement placing a lien on the subject Ferrari in the amount of $35,429.28. (R. 167, 172-73) On April 27, 1981, Amann made the first payment due under his note and contract with the Bank. On May 20, 1981, Amann defaulted on his obligation to the Bank by not making the second payment when due. Amann did not make any further payments under the contract and note after April 27, 1981. (R. 161, 167)

On May 27, 1981, Plaintiff Bank sent the following documents to the Louisiana Department of Public Safety to perfect its security interest:

(1) Application for Certificate of Title;

(2) Notarized Bill of Sale;

(3) Certificate of Title No. L2334105;

(4) Notarized Chattel Mortgage;

(5) Declaration of Insurance Statement;

(6) Personal check for $2,534.00. (R. 167, 174)

On or about June 10, 1981, the Department of Public Safety requested additional items from the Bank in connection with issuing the Ferrari's title in Amann's name. Specifically, the Department of Public Safety requested that the rear of the title be signed by Richard and Shawn Carey and that a check for penalty and interest be submitted in addition to the check originally submitted. (R. 167-68, 179) On September 8, 1981, the Bank received a reissued title from the Louisiana Department of Motor Vehicles. The Bank has retained possession of the title to the Ferrari at all times since. (R. 168)

Contrary to Defendant's contention, there is no evidence before this Court that the Bank's original lien, noted on the Carey title, was ever released on the records of the Louisiana Department of Motor Vehicles until September 8, 1981, when the title was reissued.

According to Defendant Jeoffrey A. Meacham, he and Richard Carey discussed Meacham's purchase of the Ferrari in June, 1981 The agreed purchase price was $5,000.00 cash and 7,000 shares of U.S. Rich Hill Minerals Corporation. (R. 291; deposition of Meacham, pp. 10, 15) During that same month Amann delivered the Ferrari to Mr. Carey at Mr. Amann's home in New Orleans, Louisiana, for the purpose of having Mr. Carey sell the car to Meacham. (R. 162) The car was subsequently delivered to Meacham in Oklahoma City, Oklahoma, at which time Meacham was shown a vehicle registration card which showed Shawn Carey, wife of Richard Carey, as the owner. Mr. Carey did not give title to the Ferrari to Defendant at that time; Moreover, Defendant has never received title to the automobile. (R. 291; deposition of Meacham, pp. 10-11, 16) Meacham transported the Ferrari to Salt Lake City soon thereafter. (R. 291; deposition of Meacham p. 17)

Soon after Meacham arrived in Salt Lake City with the car, both the Bank and Amann contacted Meacham concerning the status of the Ferrari. Amann stated that the car belonged to him and that the Plaintiff had a lien on it. (R. 291; deposition of Meacham, pp. 6-7) Meacham was also informed of Plaintiff's

lien through a personal conversation with Plaintiff. (R. 291; deposition of Meacham, pp. 26-27).

Plaintiff and Meacham made an agreement whereby Meacham agreed to pay off Plaintiff's lien in return for title to the automobile. (R. 291; deposition of Meacham, pp. 26-30) On July 20, 1981, Plaintiff sent a customer's draft to Defendant's bank in Salt Lake City. (R. 98) Also, on July 20, 1981, Meacham made his first and only payment on the automobile by wiring $5,000.00 to Amann's Account in the account of Amann. Account No. 30-03515, in the First City Bank of Westheimer, Houston, Texas. (R. 68, 71)

After at least one more attempt to have Defendant either return the car or satisfy the lien, this action was filed by the Bank to regain its rightful possession to the automobile. Meacham has neither satisfied the Bank's lien on, nor paid for, the subject automobile.

ARGUMENT

POINT I

Defendant Meacham converted the Ferrari.

A. Murdock v. Blake controls the subject action.

As recognized by the district court, the controlling issue with respect to determining the owner of the automobile is conversion, On March 11, 1981, Amann borrowed $25,000.00 from Plaintiff Bank and signed a promissory note and security agreement whereby Amann gave Plaintiff Bank a security interest

in the subject automobile. (R. 172-173) The fifth paragraph on the reverse side of this contract states: "If borrower fails to make any scheduled payment or defaults in any other obligation under this contract, holder may cause the mortgaged vehicle to be seized and sold under executory or any other legal process, in the manner provided by law. . . . ." Further, Utah law provides that unless otherwise agreed, "a secured party has on default the right to take possession of the collateral. . . ." § 70A-9-503, Utah Code Ann. (Repl. Vol. 1977).

Amann made his first and only payment to the Bank on April 27, 1981. He made no further payments. Thus, on May 21, 1981, the day after the second payment was due, Amann defaulted on his loan. The Bank, as the secured party, was, therefore, entitled to possession of the automobile after May 20, 1981. Once Amann breached his contract, his right to possess or sell the vehicle terminated.

In Murdock v. Blake, 26 Utah 2d 22, 484 P.2d 164 (1971), this Court faced a factual situation similar to the current case. Murdock v. Blake involved a lien creditor's execution upon property held subject to a security interest. The debtor, Blake, had defaulted on an agreement with Atlantic Richfield, the secured creditor. After Blake's default under his security agreement with Atlantic Richfield, Murdock, a lien creditor, received a default judgment against Blake (in a matter unrelated to the Atlantic Richfield matter) and executed on the

property secured by Atlantic Richfield's security interest.

The Court held:

> Since Blake was in default at the time plaintiffs received the default judgment, Atlantic was entitled to possession of the collateral at that time, both by virtue of the express provisions of the security agreement and by Section 70A-9-503. In other words, the right to possession and sale of the collateral passed from the debtor, Blake, to the secured party, Atlantic, at the time of default, and these are the rights to which Atlantic was entitled to be restored.

Murdock, 484 P.2d at 169.

The Court continued:

> The most important remedy available to a secured party is the right to take possession of the collateral following a debtor's default. After default, the debtor has lost his right of possession and sale and retains only a contingent right in the surplus, if any, after sale.
>
> * * *
>
> One who has possession or an immediate right to possession, such as a chattel mortgagee or conditional seller after default, may maintain an action for conversion against one who has exercised unauthorized acts of dominion over the property of another in exclusion or denial of his rights or inconsistent therewith.

Murdock, 484 P.2d at 169.

Contrary to appellant's urgings, perfection of the secured party's interest is not a necessary element in the conversion action. The status of the secured party (by virtue of the Security Agreement), not perfection, governs the outcome of the Murdock vs. Blake line of cases. The mention of perfection in Murdock vs. Blake and other cases cited by appellant is mere dicta in the recitation of facts introducing the opinion. At the time of default the only priority issue in Murdock and the current case arises between the secured party and the debtor. In such a posture perfection is meaningless.

On May 20, 1981, upon Amann's default, the bank had the right to possession of the automobile. Meacham didn't receive the car from Carey until over one month later; and he didn't make his one and only payment on the car until July 20, 1981, two full months after the bank received full possessory rights.

The issue of priority between a secured party and a subsequent purchaser, so heavily relied on by appellant is, therefore, completely immaterial. At the date of Amann's default under the loan with the bank, the bank shifted from the position of a party with a mere security interest to that of a party with full possessory rights. The ruling in Murdock vs. Blake makes it clear that in Utah the issues of perfection and priority under the commercial code are no longer relevant once a secured party obtains possessory rights. Meacham's unauthorized control over the automobile which the bank, and only the bank, had the right to possess is conversion.

B. The Bank had the immediate right to possession of the automobile upon the debtor's default.

Defendant Meacham now argues that Plaintiff was not entitled to immediate possession of the automobile upon the default of Amann due to the Louisiana Executory Proceeding Law. Defendant argues that the right of possession under Louisiana law accrues only after a creditor has gone through an executory proceeding.

In his answer to Plaintiff's original and amended complaints, Defendant offered general denials to Plaintiff's allegations that it was entitled to seize the automobile upon

default. (R. 51-53, 218-220A) Meacham offered no affidavits establishing this. And this defense is not mentioned in Defendant's Memorandum in Opposition to Summary Judgment. (R. 197-202)

In fact, Defendant agreed in his Supplemental Memorandum in Opposition to Summary Judgment that Section 70A-9-503 of the Utah Code Annotated "granted to the secured party the right to take possession of the collateral as to the debtor" (R. 230), but argued that the rights of third parties were to be determined based on the issue of perfection.

It is well established that Defendant cannot now raise a new defense that was not before the trial court. Yost v. State, 640 P.2d 1044 (Utah, 1981). Under Rule 56, Utah Rules of Civil Procedure, Defendant's general denials are not sufficient to establish the defense that Plaintiff did not have the immediate right to possession. Rule 56(e) states in part:

> When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or otherwise provided in this rule, must set forth specific facts showing there is a genuine issue for trial.

Clearly, the issue of Plaintiff's immediate right of possession was not raised in the trial court; defendant cannot therefore raise this defense on appeal.

Nontheless, even under Louisiana law, plaintiff has the right to immediate possession of the collateral upon the debtor's default. The Louisiana statutes dealing with executory process, La. Rev. Stat. Ann. §9:5363 and La. Civ.

Code Ann. Articles 2631 - 2639, requires that before a party can seize and sell collateral, he must file a petition with the court setting forth evidence of the obligation, confession of judgment, and the Plaintiff's right to use executory process. The court then issues a writ of seizure and sale. If, as in this case, the debtor waives notice and demand in the original instrument or in any other writing, the debtor need not be notified of the proceeding or receive demand for payment before the collateral is seized. The executory proceeding under Louisiana law may be completely ex parte. The filing of the petition does not establish the secured party's right to go against the collateral; rather it merely sets forth a judically enforced procedure for taking possession of personal property. Simply stated, Louisiana is not a "self help" state. This distinction, however, does not affect the bank's right to possession upon Amann's default. Even in a UCC state, such as Utah, the right to immediate possession of the security upon a debtor's default remains unaffected if the secured party elects to repossess the security through judicial process rather than through self help. Utah Code Annotated, §§ 70A-9-501 and 70A-9-503 (Replacement Volume 1980).

Under either Utah or Louisiana law, as well as under the terms of the contract, plaintiff was entitled to immediate possession of the Ferrari upon Amann's default. Meacham then took possession of the automobile in violation of the bank's possessory right. Under Louisiana and Utah law Meacham converted the Ferrari.

POINT II

Plaintiff's security interest was perfected under Louisiana law and therefore its rights are superior to Defendant's.

A. Under Louisiana Law, Plaintiff's security interest was perfected.

In the memorandum decision of the trial court, the Honorable Judge Fishler granted summary judgment based on his findings that (1) Defendant converted the vehicle; and (2) that Defendant was not a bona fide purchaser. In passing, Judge Fishler also stated that Plaintiff's interest was unperfected at the time of the sale, but that Plaintiff's interest was still superior to Defendant's because Defendant was not a bona fide purchaser. Judge Fishler's statement regarding perfection was not essential to his decision, the decision was not based on perfection, and therefore the statement is dictum and not binding. Plaintiff will therefore briefly consider this issue of perfection.

Appellant is correct in asserting that the determination of perfection of Plaintiff's security interest is governed by the law of the State of Louisiana. Utah Code Annotated, Section 70A-9-103(2)(b)(Repl. Vol., 1977) Section 32:710 of Louisiana's Vehicle Certificate of Title Law is the applicable law in determining the effect of perfection with regard to the Bank's security interest. To obtain priority against third persons, Section 32:710(B) requires that every chattel mortgage be in writing duly authenticated. Section 32:710(B) further

provides that the chattel mortgage shall be effective as to all persons from the date such chattel mortgage is delivered to the commissioner; and the same shall be superior in rank to any privilege or preference arising subsequently thereto.

In the case of Harper v. Borden Company, 129 So. 2d 330, 336 (Louisiana, 1961), the Louisiana court held that the requirements of Section 32:710 are "intended merely to insure an accurate description of the vehicle so it can be identified." The Bank's retail installment contract included the year, make, series model number, body type and serial number, certainly enought information to satisfy Section 32:710. (R. 172)

The evidence before this Court establishes that on May 27, 1981, the Bank sent the following documents to the Louisiana Department of Public Safety:

(1) Application for Certificate of Title;

(2) Notarized Bill of Sale;

(3) Certificate of Title No. L2334105;

(4) Notarized Chattel Mortgage;

(5) Declaration of Insurance Statement; and

(6) Personal check for $2,534.00.

There is no question that the Bank delivered the chattel mortgage to the Louisiana Department of Motor Vehicles on May 27, 1981. (R. 167). The Bank's cover letter to the Louisiana Department of Motor Vehicles with the attached mortgage is dated May 27, 1981 (R. 174); and on June 10, 1981, the

Department of Public Safety sent a note to the Bank acknowledging receipt of the documents, including the chattle mortgage, and requesting additional tax and the signatures of the Careys on their title. (R. 179)

The lien was perfected, therefore, on May 27, 1981, or soon thereafter, and certainly no later than June 10, 1981. Section 32:710(B) expressly states that the chattel mortgage is effective against all persons from the date such chattel mortgage is delivered to the commissioner; nowhere in the Louisiana code does the chattel mortgage's effectiveness rest on the commissioner's validation or final acceptance.

Appellant cites Section 70A-9-302, Utah Code Ann. (Repl. Vol. 1977), as providing a useful analogy in considering the proper form of a chattel mortgage creating a valid security interest. According to Appellant, "a financing statement substantially complying with the (filing provisions) is effective even though it contains minor errors which are not seriously misleading." 9-302(9). Respondent fully agrees. The Bank fully complied with the filing requirements under the Louisiana Vehicle Certificate of Title Law with respect to the chattle mortgage. Admittedly the Bank neglected to obtain the original owner's signature on the original title; and the check lacked a penalty and interest. But Louisiana Law does not expressly require such items to make a chattle mortgage effective and such omissions certainly cannot be considered "seriously misleading."

Finally, Appellant argues that since the Amann application was returned to the Plaintiff because the Careys' title had not been signed, and because the Carey title was still on the records, third persons could be misled as to the ownership of the vehicle. Furthermore, Defendant notes that sometime after taking possession of the automobile, he inquired of the records and found that the records showed Carey as the owner of the subject automobile. (R. 291; deposition of Meacham, p. 37) It should make no difference to Defendant whether the records of the Louisiana Department of Motor Vehicles showed Carey as the title owner or Amann as the title owner. Both titles show Plaintiff as having a first lien on the vehicle. (R. 170, 180) From April 16, 1981, forward, the records of Louisiana showed Plaintiff as holding a lien on the automobile.

Defendant did not, at the time of taking possession of the vehicle, make the effort to determine whether there were any liens at all on the vehicle. Defendant knew before making any payment that Plaintiff had a lien on the vehicle and therefore Defendant cannot now claim that Defendant's interest is superior to Plaintiff's.

Finally, it should be noted that Defendant, in an effort to lead the Court to believe that there is an issue of fact remaining, is intentionally presenting his own statements as if they are "facts" in the record. Defendant provided no affidavits supporting his claims that Plaintiff's perfection of the chattel mortgage was defective; that the sale of the

automobile by Carey to Amann took place on a date other than March 11, 1981; or that Charles Pisano was an in-house notary for Plaintiff. And there is nothing in the record to establish that Plaintiff did not resubmit the application for certificate of title before Defendant took possession of the car or before the first payment by Defendant was made on July 20, 1981. These facts have not been and cannot now be at issue.

B. Texas law is inapplicable to any issue before this court.

Appellant invested many pages arguing that Texas law should be applied to determine the priority of the parties' interest. Apparently, Appellant believes that the Ferrari was removed by Amann from Louisiana to Texas; that Plaintiff Bank knew or should have known of the removal; and that Texas law should be applied to determine the priorities of the parties. Appellant claims bases these hereto unalleged claims on a Transaction History Card (R. 82) showing an Amann address in Houston four months after Defendant took possession of the car. Defendant submitted no affidavits alleging that the subject automobile was taken to or kept by Amann in Texas. In fact, the chattel mortgage for the purchase of the automobile by Amann was signed in Louisiana. Amann declared in the chattel mortgage that the Ferrari would be kept at 145 Robert E. Lee Street, New Orleans, Louisiana. (R. 172-73) Moreover, Mr. Amann, in his Affidavit dated October 15, 1982, declared that on June 21, 1981, he delivered the Ferrari to Mr. Carey at his (Amann's) home in New Orleans, Louisiana. (R. 161-62)

By affidavit, the Respondent has established that (1) the car was purchased and financed in Louisiana; (2) that Amann agreed to keep the car in Louisiana; (3) and that on June 21, 1981, Carey picked up the car at Amann's home in Louisiana. Again, for the first time, Appellant is now trying to fabricate a new argument baed on facts not previously before the Trial Court and not now before this Court. The only fact now introduced by Meacham is that fourt months after Meacham's conversion of the Ferrari, a Transaction History Card shows an address, not the address, for Amann in Houston. This is not sufficient evidence to show that Amann lived in or the automobile was kept in Houston, Texas.

POINT III

Defendant is not a Bona Fide Purchaser.

Appellant's final contention is that Defendant Meacham was a bona fide purchaser for value and that his interest in the automobile is therefore protected by Louisiana law. Defendant claims that he purchased the Ferrari from Richard Carey in the latter part of June, 1981, and that it was not until after he had wired $5,000.00 to Mr. Carey that he heard that Mr. Carey did not actually own the car and that the Bank had a lien on the automobile. (R. 291; deposition of Meacham, pp. 6-7) Base on these claims, Defendant asserts that he is a bona fide purchaser with rights superior to those of Plaintiff.

Even under this argument, Defendant's claim fails. Judge Fishler of the Third District Court correctly ruled that Defendant was not a BFP under Louisiana Law. The purpose of the Louisiana Vehicle Certificate of Title Law is to "protect innocent purchasers who have relied thereon." Ballard v. McBryde, 275 So. 2d 464, 467 (La. App. 2d Cir. 1973). Under Louisiana Law, a purchaser is bound to check the records to determine who holds title and whether any liens are outstanding. Kaplan v. Associates Discount Corp., 253 La. 137, 217 So. 2d 177 (1968); Ballard v. McBryde, 275 So. 2d 464 (La. App. 1973). Defendant failed to check the public records to determine if any liens existed on the Ferrari until several months after he took possession. Further, as the bank retained title to the car at all times, its security interest was maintained under Louisiana Law. Commercial National Bank of Shreveport v. McWilliams, 606 S.W. 2d 363 (Ark. 1980) (Applying Louisiana Law). Defendant was not a bona fide purchaser under Louisiana Law, nor is defendant a bona fide purchaser under Utah Law.

The Utah court defines a bona fide purchaser is a person who pays value and takes "without actual or constructive knowledge of facts sufficient to put him on notice of the complainant's equity." Blodgett v. Martsch, 590 P.2d 298 (Utah, 1978) The facts before this Court do not support Defendant's contention that he is a bona fide purchaser for the following reasons:

1. Defendant had constructive notice of Plaintiff Bank's lien on the car before he paid any consideration for the automobile. Both the original Certificate of Title showing Richard Carey as owner and the later Certificate of Title showing Mr. Amann as owner of the Ferrari noted Plaintiff Bank as the lienholder on the car.

It is immaterial, so far as Defendant's bona fide purchaser status is concerned, which of the two was in effect at the time Defendant took possession of the car. In either case, the Defendant had constructive notice of Plaintiff's lien. Had Defendant checked the Louisiana Motor Vehicle records, which he admits he didn't do (R. 291; deposition of Meacham p. 21) he would have been fully aware of the Banks lien. "Notice" to defeat BFP status may be either actual or constructive; the "actual knowledge" provision of Section 70A-1-201 of the Utah Code Annotated argued by appellant, does not apply to bona fide purchasers.

2. Defendant had actual knowledge of the lien before making payment on the Automobile. Defendant states in his deposition that in July, 1981, he was contacted by both Amann and the Bank regarding the disposition of the automobile and at that time learned of Bank's lien on the automobile. After negotiating with the Bank, Meacham agreed that he would pay off the Bank's lien and receive clear title to the car. (R. 291; deposition of Meacham, pp. 27-30) Pursuant to these negotiations Mr. Pitts at the Bank prepared a draft for Meacha

dated July 20, 1981, to facilitate Meacham's payment of the lien and sent it to Defendant's bank. (R. 98) Obviously, Meacham was aware of the Bank's lien prior to July 20, 1981. Defendant did not pay any value for the Ferrari until July 20, 1981, when he wired his one he and only payment of $5,000 to "Dr. Amann" on July 20, 1981. There is no question but that Meacham was aware of the lien on the Ferrari before he purchased it.

3. Defendant claims to have purchased the automobile from Richard Carey, yet he made his payment to Dr. Amann. (R. 71) Defendant was therefore put on inquiry notice as to the actual interests of Dr. Amann and Carey in the automobile. As a result, Defendant was put on inquiry notice as to whether Carey actually owned the car.

Meacham received inquiry notice, constructive notice and actual notice of the Bank's lien before purchasing the automobile; failed to check the public records and never obtained possession of the title to the vehicle. He cannot possibly be a bona fide purchaser.

CONCLUSION

The Honorable Philip Fishler correctly found Defendant Meacham to be guilty of conversion. The Bank was entitled to immediate possession of the automobile upon Amann's default after which Defendant Meacham took possession of the vehicle against the interest of Plaintiff Bank. Contrary to the dicta

in Judge Fishler's decision the Bank did everything necessary to perfect its security interest in the automobile. And even if the interest was unperfected, Defendant Meacham had inquiry, constructive, and actual notice of Plaintiff's lien before paying any value for the car, and never obtained possession of the title to the Ferrari. Defendant, therefore, cannot be a BFP under the laws of Louisiana or Utah and Plaintiff's rights in the automobile are therefore superior to Defendant's.

As the Honorable Judge Philip Fishler did not err in granting Plaintiff's Motion for Summary Judgment, the judgment should be affirmed.

Respectfully submitted this 21 day of November, 1983.

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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Brief of Respondent by mailing a copy thereof, postage prepaid, to Lester A. Perry, GREGORY S. BELL & ASSOCIATES, attorneys for Appellant, 376 East 400 South, Suite 210, Salt Lake City, Utah 84111, this 21 day of November, 1983.

Stephen K Christensen